

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



PHILIP L. BROWNING
Director

SHERYL L. SPILLER
Chief Deputy



Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 7, 2008

TO: Each Supervisor

FROM: Philip L. Browning, Director

A handwritten signature in black ink, appearing to read 'P. Browning', written over the printed name in the 'FROM' line.

**SUBJECT: NOTICE OF EXECUTION OF AMENDMENT NUMBER 13 TO THE
PERSONAL ASSISTANCE SERVICES COUNCIL (PASC) AGREEMENT
NUMBER 72426 – EXTENSION OF CONTRACT TERM FOR FISCAL
YEAR 2008-2009**

Attached is a copy of Amendment Number 13 to the Los Angeles County Personal Assistance Services Council Agreement Number 72426 that was executed on June 25, 2008, in accordance with Section 3.3 of such agreement. Amendment Number 13 extends the existing contract term for Fiscal Year 2008-2009, and includes the appropriated funding of \$40,000,000 to maintain the current In-Home Supportive Services Providers' hourly wage rate of \$9.00 budgeted for DPSS.

The Chief Executive Office and County Counsel have reviewed and approved Amendment Number 13 as to form.

PLB: nth

Attachment

c: Chief Executive Officer
County Counsel
Deputy Chief Executive Officer
Executive Officer, Board of Supervisors
PASC Executive Director



AMENDMENT NUMBER 13

TO

**AGREEMENT No. 72426 BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES PERSONAL ASSISTANCE SERVICES COUNCIL
(PASC)**

June 2008

**AMENDMENT NUMBER 13
TO
AGREEMENT NO. 72426 BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY PERSONAL ASSISTANCE SERVICES COUNCIL**

THIS AMENDMENT is made and entered into this _____ day of June 2008 by and between the County of Los Angeles, hereinafter referred to as COUNTY, and the Los Angeles County Personal Assistance Services Council ("PASC").

WHEREAS, reference is made to the document entitled "AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY PASC," dated September 14, 1999, and further identified as County Agreement No. 72426, Amendment Number 1, dated October 24, 2000, Amendment 2 dated, October 24, 2000, Amendment Number 3 dated November 20, 2002, Amendment Number 4, dated June 22, 2004, Amendment Number 5, dated October 28, 2004, Amendment 6, dated June 30, 2005, Amendment 7, dated July 28, 2005, Amendment 8, dated October 26, 2005, Amendment 9 dated June 29, 2006, , Amendment 10 dated August 10, 2006, Amendment 11 dated March 30, 2007; Change Notice #1 dated October 16, 2007; Amendment 12 dated April 16, 2008 hereinafter referred to as "Agreement."

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW THEREFORE, the parties hereby agree as follows:

This Amendment shall become effective upon execution by both parties.

1. Paragraph II, Section 1, **CONTRACT PERIOD**, is replaced in its entirety with the following:

The term of the Agreement shall commence the day after DPSS Director approval, and shall continue through June 30, 2009, unless terminated or extended, in whole or in part, as provided in this Agreement.

2. Subparagraphs 4.0.5 of Section IV, **FISCAL PROVISIONS** is deleted in its entirety and replaced with the following:

4.0.5 For Fiscal Year 2008-2009, the COUNTY'S appropriation for the PASC negotiated wage, above minimum wage, shall not exceed the total of \$40,000,000. This amount is an absolute limit on the COUNTY'S cost and the COUNTY is not obligated by this Agreement in any way to pay or subsidize beyond this appropriation amount any portion of any PASC negotiated wage increase beyond the minimum wage.

- 4.0.5.1 In the event the State's share of wages pursuant to Welfare and Institutions Code section 12306.1 is not forthcoming or in any way becomes unavailable, the County's above stated obligation for any wage above the minimum wage or capitation payments, shall terminate and automatically, without further action by the Board, revert back to the State's minimum wage whether or not the COUNTY reached its maximum allocation of funds for the 2008-2009 fiscal year, as set forth above. Both parties further agree that Welfare and Institutions Code §12306(c)(3) does not obligate the County in any way or at any time to fund the State's share of wages or capitation payments negotiated pursuant to Welfare and Institutions Code §12306.1.
3. Subparagraphs 6.0.2.3 and 6.0.7 of Section IV, **FISCAL PROVISIONS** are deleted in their entirety and replaced with the following:
- 6.0.2.3 With respect to any PASC wage for IHSS providers for the period of July 1, 2008 through June 30, 2009 fiscal year, the COUNTY has calculated that the Net County Cost set forth in subparagraph 4.0.5 above would allow for a \$9.00 per hour wage, as agreed to in the collective bargaining agreement entered into between the PASC and SEIU Local 6434 dated January 26, 2007, presuming current state funding levels.
- 6.0.7 Beginning July 1, 2008 through June 30, 2009, with respect to PASC wages for IHSS providers, the County agrees to pay thirty-five percent of the nonfederal share of wage increase up to \$1.00 above the hourly State wide minimum wage, and pursuant to Welfare and Institutions Code §12306.1 as long as the COUNTY'S share does not exceed \$40,000,000 as specified in 4.0.5 above. Under no circumstance shall the COUNTY'S fiscal contributions exceed the amounts referenced in 4.0, 4.0.1, 4.0.2, 4.0.3, 4.0.4, 4.0.5, 4.1, 4.1.1, 4.2, 4.2.1, 4.3, and 4.3.1 above for the respective fiscal year and under no circumstance is the COUNTY obligated for any portion of a wage or any capitation payments, in excess of those amounts if such funds have been depleted or in any way become unavailable, even during the respective fiscal year. Both parties further understand and agree that in the event, the State's share of wages pursuant to Welfare and Institutions Code section 12306.1 is not forthcoming or in any way becomes unavailable, the wage shall revert back to the State's minimum wage without further action by the Board. In addition, both parties further understand and agree that if for any reason, the State's share of any wage increases pursuant to Welfare and Institution Code §12306.1 is not forthcoming or in any way

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becomes unavailable, the COUNTY is not obligated under any circumstance, to pay any portion of the State's share. Both parties further agree that Welfare and Institution Code §12306(c)(3) does not obligate the COUNTY in any way or at any time to fund the State share of a wage increase or capitation payments negotiated pursuant to Welfare and Institution Code §12306.1.

- 4.0 The following Paragraph shall be added to Section V, **FURTHER TERMS AND CONDITIONS:**

48.0 **BACKGROUND CHECK AND SECURITY INVESTIGATIONS**

48.1 At any time prior to or during term of this Contract, the County may require that all of the PACS's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the PASC, regardless if the PASC's staff passes or fails the background clearance investigation. The background and Live Scan Certification is set forth in Attachment H of this Agreement.

48.1.2 County may request that the PASC's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the PASC nor to the PASC's staff any information obtained through the County conducted background clearance.

48.1.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the PASC's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

- 4.0.5.1 In the event the State's share of wages pursuant to Welfare and Institutions Code section 12306.1 is not forthcoming or in any way becomes unavailable, the County's above stated obligation for any wage above the minimum wage or capitation payments, shall terminate and automatically, without further action by the Board, revert back to the State's minimum wage whether or not the COUNTY reached its maximum allocation of funds for the 2008-2009 fiscal year, as set forth above. Both parties further agree that Welfare and Institutions Code §12306(c)(3) does not obligate the County in any way or at any time to fund the State's share of wages or capitation payments negotiated pursuant to Welfare and Institutions Code §12306.1.
- 3 Subparagraphs 6.0.2.3 and 6.0.7 of Section IV, **FISCAL PROVISIONS** are deleted in their entirety and replaced with the following:
- 6.0.2.3 With respect to any PASC wage for IHSS providers for the period of July 1, 2008 through June 30, 2009 fiscal year, the COUNTY has calculated that the Net County Cost set forth in subparagraph 4.0.5 above would allow for a \$9.00 per hour wage, as agreed to in the collective bargaining agreement entered into between the PASC and SEIU Local 6434 dated January 26, 2007, presuming current state funding levels.
- 6.0.7 Beginning July 1, 2008 through June 30, 2009, with respect to PASC wages for IHSS providers, the County agrees to pay thirty-five percent of the nonfederal share of wage increase up to \$1.00 above the hourly State wide minimum wage, and pursuant to Welfare and Institutions Code §12306.1 as long as the COUNTY'S share does not exceed \$40,000,000 as specified in 4.0.5 above. Under no circumstance shall the COUNTY'S fiscal contributions exceed the amounts referenced in 4.0, 4.0.1, 4.0.2, 4.0.3, 4.0.4, 4.0.5, 4.1, 4.1.1, 4.2, 4.2.1, 4.3, and 4.3.1 above for the respective fiscal year and under no circumstance is the COUNTY obligated for any portion of a wage or any capitation payments, in excess of those amounts if such funds have been depleted or in any way become unavailable, even during the respective fiscal year. Both parties further understand and agree that in the event, the State's share of wages pursuant to Welfare and Institutions Code section 12306.1 is not forthcoming or in any way becomes unavailable, the wage shall revert back to the State's minimum wage without further action by the Board. In addition, both parties further understand and agree that if for any reason, the State's share of any wage increases pursuant to Welfare and Institution Code §12306.1 is not forthcoming or in any way

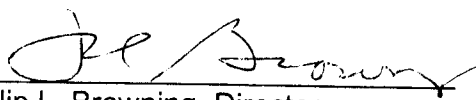
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48.1.4 Disqualification, if any, of the PASC's staff, pursuant to this subparagraph 48.0, shall not relieve the PASC of its obligation to complete all work in accordance with the terms and conditions of this Contract.

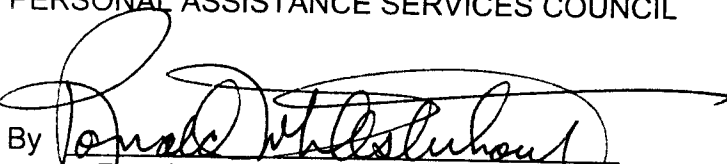
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be signed by the Director of the Department of Public Social Services and the PASC has caused this Contract to be signed by its duly authorized officer(s), on the _____ day of June 2008.

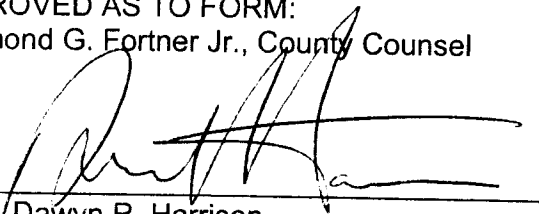
COUNTY OF LOS ANGELES

By 
Philip L. Browning, Director
Department of Public Social Services

PERSONAL ASSISTANCE SERVICES COUNCIL

By 
Ron Osterhout, Chief Operating Officer
PASC

APPROVED AS TO FORM:
Raymond G. Fortner Jr., County Counsel

By 
Dawyn R. Harrison
Principal Deputy Counsel

ATTACHMENT H

BACKGROUND CHECK AND SECURITY INVESTIGATIONS

ATTACHMENT II

BACKGROUND AND LIVE SCAN CERTIFICATION

PASC Name

Address

GENERAL CERTIFICATION

At the discretion and request of COUNTY, all PASC personnel performing work on this contract, must undergo and pass, to the satisfaction of COUNTY, a background and security investigation as a condition of beginning and continuing work under the Contract.

PASC's SPECIFIC CERTIFICATIONS

1. The Organization conducts a preliminary background investigation on each employee/volunteer. Yes ☐ No
2. The Organization prohibits the hiring of any employees/volunteers with prior convictions of fraud, welfare fraud, embezzlement, sex crimes, forgery or theft. Yes ☐ No
3. A Live Scan screening will be conducted on each employee/volunteer Yes ☐ No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date